



# DIRTBAG CLIMBING CORP.

## INFORMED CONSENT, WAIVER OF ALL CLAIMS, RELEASE OF LIABILITY and ASSUMPTION OF RISK

Participant (or minor's) name:

Parent or legal Guardian name:

Participant date of birth:

Emergency Phone #:

### PLEASE READ FULLY AND CAREFULLY.

**This document is a binding legal agreement. By signing this agreement you are acknowledging that you have read, understood and accepted the terms and conditions stated in this agreement. You further acknowledge and assume the risks outlined herein and otherwise, as they relate to the operations of Dirtbag Climbing Corp and its directors, officers, employees, instructors, representatives, volunteers and agents.**

### Please Read and Sign Below.

To: Dirtbag Climbing Corp. (hereafter known as "Dirtbag Corp") and its directors, officers, employees, instructors, representatives, volunteers and agents (collectively called "the Releasees").

I agree to this Release of Liability, Waiver of Claims, Assumption of Risk and Indemnity Agreement ("the Agreement") and agree not to sue or hold liable. In addition, I also agree to assume the dangers and risks of activities in an adventure, educational, and indoor climbing setting. I also agree for myself, my heirs, my executors, administrators and assignees to forever discharge and release Dirtbag Corp and the Releasees for any personal injury, death, property damage or loss sustained by me as a result of my own, or my child's participation in a Dirtbag Corp activity due to any cause whatsoever, including, without limitation, negligence on the part of Dirtbag Corp or the Releasees.

I am aware that in addition to the usual dangers and risks inherent in the facilitated activities, certain additional dangers and risks are possible, some of which include:

1. TERRAIN – educational and recreational areas may have hidden obstacles and hazards including but not limited to fallen trees, lakes, creeks or other water bodies, rocks and boulders, uneven ground, holes and depressions, and varying and difficult conditions such as steep slopes;
2. WEATHER – weather conditions may be extreme and can change rapidly without warning;
3. WILDLIFE – there is always the possibility of an encounter with domestic or wild animals, biting insects, or hazardous plants.
4. WILDERNESS ACTIVITIES – includes but is not limited to: Hiking, rock climbing, bushcraft skills, fire lighting, and all activities, services and use of facilities either provided, arranged or organized by the Releasees including orientation and instructional sessions or classes, transportation, accommodation, food and beverage, and water supply, and all travel by or movement around other vehicles and camping or overnight stays in the outdoors.
5. GARDENING – the use of gardening tools, soil and its components and contents, plants of all kinds, lifting and moving of gardening and garden related objects.

I further acknowledge and agree that I am to supply for myself, or my child footgear, outerwear, nourishment, water, medications, medical and such other supplies as I may deem fit, taking into account varying weather conditions and terrain that may be encountered on such an activity.

I accept all the dangers and risks and the possibility of personal injury, death, property damage or loss resulting while I am or my child is participating in a Dirtbag Corp activity.

I hereby waive, discharge and agree not to sue "Dirtbag Corp" and "the Releasees" and release "Dirtbag Corp" and "the Releasees" from all liability and all claims or demands for any injury, property damage, death or any other loss sustained from my own, or my child's participation in the "Activities", due to any cause whatsoever; including negligence, wrongful acts, omissions, breach of contract or breach of any statutory or other duty of care by "Dirtbag Corp" and/or "the Releasees".

I accept all the dangers and risks and the possibility of personal injury, death, property damage or loss resulting while myself, or my child is participating in a Dirtbag Corp activity. I agree not to sue Dirtbag Corp or the Releasees on account of any circumstance whatsoever arising from my child's participation in the "Activities".

In signing this waiver as the guardian of a minor, I agree to indemnify and hold harmless Dirtbag Corp and the Releasees from and against all costs, claims and liabilities of any nature and kind whatsoever arising from the participation of such minor in any activity of Dirtbag Corp. In entering into this agreement I am not relying on any oral, written or visual representation or statements made by Dirtbag Corp or the Releasees including those in its advertising or brochures, to induce me to go on a Dirtbag Corp activity.

I acknowledge that this agreement will remain in full force and effect forever and will apply to the Participants present and future use of "Dirtbag Corp" Activities.

I am 19 Years of age or older and I have read and understand "the Agreement". I understand that this document contains a promise not to sue "Dirtbag Corp" and/or "the Releasees" and that it constitutes a release of liability and an indemnity for all claims. I am the parent and/or legal guardian of the participant I have read and understand and execute "the Agreement" on behalf of the child/ward.

Witness Signature

Participant or Parent/Legal Guardian signature

Respectfully, the minor's name, if applicable



# DIRTBAG CLIMBING CORP.

## INFORMED CONSENT, WAIVER OF ALL CLAIMS, RELEASE OF LIABILITY and ASSUMPTION OF RISK

In consideration of being permitted to use the facility known as Dirtbag HQ, Dirtbag Climbing Corp., or Dirtbag Corporation, and in consideration of being permitted to participate in the programs, activities, and events (collectively referred to as the "Activities") conducted or sanctioned by **Daniel Geddes, and Dirtbag Climbing Corp.**, and all directors, officers, committee members, employees, volunteers, participants, agents or any other persons whatsoever associated with Dirtbag Climbing Corp., (all of whom are referred to as "**The Business**"), and which Activities include without limitation:

Weight Training, Fitness Classes, Climbing Classes, Competitions, Camps, Clinics, dancing, indoor climbing, top-roping, lead climbing and bouldering, running and training, the Participant and/or the Parent/Guardian of the Participant (all of whom are collectively called the **Participant**), acknowledge and agree to the following terms:

1. **Description of Risks** - The Participant is participating voluntarily in the **Activities**. In consideration of the Participant's participation in the **Activities** conducted or sanctioned by **The Business**, the Participant hereby acknowledges that the **Participant** is aware of the risks, dangers and hazards associated with or related to the **Activities**, and may be exposed to risks, dangers and hazards including, but not limited to, injuries from:
  - a) Training, whether indoor or outdoor, including: strength training, running, hiking, and games;
  - b) Overusing, exerting, and stretching various muscle groups and damage from strenuous cardiovascular workouts;
  - c) Vigorous physical exertion, rapid movements, and quick turns and stops;
  - d) Falling to the ground due to slips, trips, slippery or irregular terrain or surfaces;
  - e) Contact, colliding or being struck by weights, attachments, equipment, climbing equipment, other individuals or other fixed objects;
  - f) Failing to participate within one's abilities, skill, and within designated areas;
  - g) Failure to properly use any piece of equipment, or from mechanical failure of any piece of equipment;
  - h) Travel to and from training, competitive events, and associated non-competitive events which are an integral part of the **Activities**;
  - i) All manner of muscular injuries, bruises, scrapes, cuts, sprains, dislocations, broken bones, and head, facial or dental injuries which might result from falling and hitting the floor, climbing wall faces, protruding holds or ledges, or other climbers;
  - j) Injuries resulting from rope abrasion, entanglement, and other injuries that may result from activities or other persons including but not limited to, climbing, belaying, rappelling, lowering on rope, rescue or emergency activities, as well as injuries, abrasions or cuts resulting from contact with the climbing walls, holds or equipment;
  - k) Injuries resulting from falling climbers or falling or dropped items, including, but not limited to ropes, holds or climbing hardware;
  - l) Injuries resulting from equipment failures, including, but no limited to, failures of ropes, slings, climbing harnesses, anchor points, or any part of the climbing structure;
  - m) Injuries or death resulting from not following proper and customary personal safety procedures and the Safety Policies and Procedures of **The Business** which form a part of this agreement;
  - n) Injuries resulting from the negligence of other climbers, participants, spectators, or users of the facilities, including, but not limited to belayers or spotters; and
  - o) Other risks normally associated with participation in the **Activities**.

2. Furthermore, the **Participant** is aware:
  - a) That injuries sustained may be severe, paralyzing or fatal;
  - b) That the **Participant** may experience anxiety or embarrassment while challenging themselves during the Activities;
  - c) That the risk of injury is reduced if the **Participant** follows all rules established for participation; and
  - d) That the risk of injury increases as the **Participant** becomes fatigued.

3. Disclaimer - In consideration of **The Business** accepting the **Participant's** application for membership or use of Dirtbag Climbing Corp. facilities, or allowing the **Participant** to participate in the **Activities**, the **Participant** agrees that **The Business** will not be held liable or responsible for any injury, personal injury, damage, property damage, expense, loss of income or loss of any kind suffered by the **Participant**, including death, and any liability arising from negligence, (which are collectively called the "Liabilities") during, or as a result of, participation in any of the **Activities** caused by the risks, dangers and hazards associated with the **Activities**, and the **Participant** hereby agrees to release and hold harmless **The Business** from and against any claim or demand of any nature and kind whatsoever arising from any of the Liabilities whatsoever.

If a parent is signing this Agreement on behalf of a minor, in consideration of permitting such minor to participate in the **Activities**, the parent agrees to indemnify and hold harmless **The Business** against any Liability suffered by such minor, and from any claim or demand whatsoever arising from the participation of any such minor in the **Activities**.

4. Acknowledgement - The **Parties** confirm that:
  - a) The **Participant's** physical condition is sufficient to allow participation in the **Activities**;
  - b) The **Participant** has been provided sufficient information about the **Activities** and the associated risks and hazards so that they are aware of the effect of this agreement;
  - c) The **Participant** agrees to abide by the Rules and Regulations imposed by **The Business**, in association with the **Activities**, and to follow the instructions of officials, staff or instructors during the **Activities**; and
  - d) The **Participant** has read this agreement, understands it, and has executed this agreement voluntarily, and that this agreement is to be binding upon the **Participant**, their heirs, executors, administrators and representatives.

5. In addition, the **Parties**:
  - a) Authorize **The Business** to collect and use personal information about the **Parties** which relates in any way to the **Activities**, including without limitation the publication of photographs in newsletters and promotional materials, and the posting of photographs, videos, articles, rosters, statistics, images and results on the **The Business** websites;
  - b) Grant permission to **The Business** to photograph and/or record the **Parties** image and/or voice, and to use this material to promote **The Business** through any form and agree that the audio/visual material and copyright will remain the sole property of **The Business** and waive any claim to remuneration for use of audio/visual materials used for these purposes;
  - c) Understand that they may withdraw such consent at any time by contacting **The Business**, Who then will advise the implications of such withdrawal; and
  - d) The **Participant** is aware that the facility is under 24 hour video/audio surveillance and that the **Participant** will be held liable for any damages, losses, or harm to the facility caused by negligent behaviour or misconduct on my part; and
  - e) As it relates to unstaffed usage of the facility, the **Participant** agrees to adhere to the rules and regulations of **The Business** as laid out and signed off during the member orientation. Allowing unauthorized individuals to use the facility, or other breaches of the member contract can and will result in penalties, including but not limited to removal of membership, and fines.

\*We do not sell or distribute your personal information to any other third party not listed herein

Participant or Parent/Legal Guardian signature

Witness Signature

Date